



Purchasing Office - Bureau des achats:
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

CONTRACT - CONTRAT

You are requested to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price or prices set out therefor.

Nous vous demandons de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans les présentes, et aux annexes ci-jointes, les biens, services et construction énumérés dans les présentes, et sur toute feuille ci-annexée, au(x) prix indiqué(s).

The Vendor/Firm hereby accepts/acknowledges this contract.

Le fournisseur/entrepreneur accepte le présent contrat/en accuse réception.

Signature _____ Date _____
Name, title of person authorized to sign (type or print)
Nom et titre du signataire autorisé (taper ou imprimer)

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur
103036968PG0001
LE GROUPE DE SECURITE GARDA INC/THE GARDA SECURITY GROUP INC
1390 rue Barré
Montreal
Quebec
H3C1N4
Canada
Operating as: GARDA DU CANADA

Title - Sujet CBSA – QC Region - Security Guard S	
Contract No. - N° du contrat 47419-193593/001/TOR	Date 2019-02-13
Client Reference No. - N° de référence du client 47419-193593	
Requisition No. - N° de la demande 47419-193593	
File No. - N° de dossier TOR-8-41065	CCC No./N° CCC - FMS No./N° VME
Financial Code(s) Code(s) financier(s) 0850	
GST/HST TPS/TVH <input type="checkbox"/>	
F.O.B. - F.A.B.	
Destination	
GST/HST - TPS/TVH Included - Inclus	Duty - Droits See Herein - Voir ci-inclus
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
CANADA BORDER SERVICES AGENCY Quebec Region 400 Place Youville MONTREAL Quebec H2Y2E7 Canada	
Invoices - Original and two copies to be sent to: Factures - Envoyer l'original et deux copies à:	
CANADA BORDER SERVICES AGENCY 2E ETAGE, #260-01 105, RUE MCGILL MONTREAL Quebec H2Y2E7 Canada	
Address Enquiries to: - Adresser toutes questions à: Vandonk, Tyler	
Buyer Id - Id de l'acheteur tor014	
Telephone No. - N° de téléphone (905) 615-2065 ()	FAX No. - N° de FAX () -
Total Estimated Cost - Coût total estimatif \$18,013,411.00	
Currency Type - Devise CAD	
For the Minister - Pour le Ministre  Vandonk, Tyler	
Digitally signed by Vandonk, Tyler Date: 2019.02.13 14:25:01 -05'00'	

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1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex H.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.1.2 Task Authorization Limit

The *Project Authority* may authorize individual task authorizations up to a limit of \$40,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the *Contracting Authority* before issuance.

1.1.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

1.1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Contracting Authority.

The periods are defined as follows:

1st half: July 1 to December 31;

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2nd half: January 1 to June 30.

The data must be submitted to the Contracting Authority no later than 14 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (*contracting authority to edit the text as applicable*):

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information apply to and form part of the Contract.

3 Security Requirements

3.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

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1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

4 Term of Contract

4.1 Period of the Contract

The period of the Contract is from March 3, 2019 to May 2, 2021 inclusive based on the following expected dates.

From March 3, 2019 to May 2, 2019 the Contractor's management resources will participate, if required, in an on-site transition period for knowledge transfer.

From May 3, 2019 at 00:01 to May 2, 2021 at 00:00, the Contractor will provide the services.

From date of award to May 1, 2021, the Contractor will submit the guard complement for evaluation and security verification.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4.3 Transition Period at the beginning of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the beginning of the Contract. The Contractor agrees to participate in the transition period of up to four (4) weeks to ensure the required transition.

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The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

4.4 Transition Period at the end of the contract

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that Canada may, at its discretion, require an on-site transition period at the end of the Contract. The Contractor agrees to participate in the transition period of up to four (4) weeks while continuing to provide the services under the same conditions to ensure the required transition. The Contractor agrees that, during this period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Vandonk
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 33 City Center Dr
Mississauga, ON
L5B 2N5
Telephone: 905-615-2065
E-mail address: tyler.vandonk@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Christine Groleau
Title: Assistant Director, Integrated Enforcement Operations Hearings and Detention
Organization: Canada Border Services Agency
Address: 1010, rue St-Antoine O,
Montreal QC
H3C 1B2
Telephone: 514-283-0931
Facsimile: 514-283-6688
E-mail address: Christine.Groleau@cbsa-asfc.gc.ca

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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5.3 Procurement Authority

The Procurement Authority for the Contract is:

Name: Sophon Proulx

Title: Special Projects Team Leader, Strategic Procurement and Material Management Division

Organization: Canada Border Services Agency

Cell: 613-608-9546

E-mail address: Sophon.Proulx@cbsa-asfc.gc.ca

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

Name:

Title: Director of Special Services

Telephone: 514-281-2811 # Cell:

E-mail address: @garda.com

6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7 Payment

7.1 Basis of Payment

7.1.1 Basis of Payment – Requirement

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$18,013,411.00. Customs duties are included and Applicable Taxes are included.

7.1.2 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 18,013,411.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8 Invoicing Instructions

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other documents required by the Contractor have been submitted and include:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and Procurement Business Number (PBN);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, in accordance with the Basis of Payment, exclusive of Applicable Taxes);
 - iii. a separate line item for each subparagraph in the Basis of Payment provision;
 - iv. deduction for holdback, if applicable;

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- v. the extension of the totals, if applicable;
- vi. the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which GST or HST do not apply, must be identified as such on all invoices; and
- vii. if applicable, the method of shipment together with date, case number and part or reference numbers, shipment charges and any other charges.

b. all such documents have been verified by Canada;

c. the Work performed has been accepted by Canada.

2. Invoices must be distributed as follows:

a. The Contractor must send the invoices to Project Authority's paying office (CBSA Finance-NIRU) on a monthly basis:

All invoices must be submitted using the following method (only one copy of the invoice should be sent to the Agency):

Email: Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

National Invoice Reception Unit (NIRU)
Vendors-fournisseurs@cbsa-asfc.gc.ca
This email address is to be used for submitting invoices and for payment status inquiries.

IMPORTANT NOTE: If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and will not be paid until valid payment referencing is provided.

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9 Certifications and Additional Information

9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9.3 SACC Manual Clauses – Canadian Content

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

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2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4008 (2008-12-12) Personal Information;
- (c) the general conditions 2035 (2018-06-21) General Conditions – Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C. Security Requirements Check List;
- (g) Annex E, Insurance Requirements;
- (h) Annex F, Cost Recovery Surcharge;
- (i) Annex G, Non-Disclosure Agreement;
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the Contractor's bid dated 17 October 2018.

12 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The

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Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

15 Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex G, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work.

16 Cost Recovery Surcharges

Annex F - Cost Recovery – Surcharges will apply.

1. Canada and the Contractor agree that the amount stated in Annex F is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
2. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any surcharges owing and unpaid under Annex F.
3. Nothing in Annex F must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

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ANNEX A: STATEMENT OF WORK

TITLE: Guard Services for the Quebec Region

REQUIREMENT

The Canada Border Services Agency (CBSA) currently operates the Quebec Immigration Holding Center (Quebec IHC, hereinafter referred to as the IHC), a 109-bed (bed complement subject to change) detention facility at 200 Montée St-François, Laval Québec, for individuals detained under the *Immigration and Refugee Protection Act* (IRPA). The IHC admits detained individuals 24 hours per day, seven (7) days per week as a result of inland arrests made throughout the Quebec region, as well as persons arrested and detained at any port of entry (POE) throughout Quebec and on occasion, in Ontario and the Atlantic provinces.

The CBSA also operates day cells in satellite offices located at *1010 St-Antoine O. Montréal, Québec* and *200 René-Lévesque, Montréal, Québec*, which are primarily used to hold individuals while they appear before the Immigration and Refugee Board (IRB) for an immigration proceeding or a detention review. The satellite offices are open weekdays only.

For all of the above locations, the Contractor's security resources must:

1. Maintain custody and control of all individuals and their luggage and personal effects (for example, money, jewellery), and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary;
2. Transport individuals and their luggage and personal effects to and from various locations within the region and on occasion, in Ontario and the Atlantic provinces; and,
3. Confirm the departure from Canada of individuals subject to a removal order or who have withdrawn an application to enter Canada and are issued an allowed to leave document under the IRPA. This includes individuals who are under a detention order, as well as individuals who are released into the community and present themselves independently for removal.

PART 1: BACKGROUND

1.1 CBSA's Detention Program

Canada's IRPA stipulates who is inadmissible to Canada, including, but not limited to: security threats (espionage, subversion, terrorism, threat to Canadians etc.), human or international rights violators, and criminals (including organized crime). Under the IRPA, the CBSA has the authority to arrest, detain and remove permanent residents and foreign nationals who are found to be inadmissible to Canada.

The CBSA is the sole immigration detention authority, and as such, is responsible for the care and control of immigration detainees. Detention typically occurs at the beginning of the enforcement continuum but may occur at any stage of the immigration process. Persons are only detained when grounds for detention exist and no alternatives are available that might mitigate the risk posed by the individual if released.

When making detention decisions, CBSA officers are guided by the IRPA and its Regulations, as well as by the CBSA's detention policies and procedures. Every decision must be assessed on its own merits, and officers must always consider the impact releasing someone into the community would have on the safety of Canadians, or the integrity of the immigration continuum.

Detention can occur when:

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- a) A CBSA officer has reasonable grounds to believe that the person is inadmissible and:
 - i. could pose a danger to the public;
 - ii. is unlikely to appear for immigration proceedings or scheduled removal (flight risk); or,
 - iii. their identity has not been established;
- b) A CBSA officer has reasonable grounds to suspect that the person is inadmissible for security reasons, violating human or international rights, serious criminality, criminality or organized criminality;
- c) It is necessary to complete the immigration examination; or,
- d) A foreign national is designated as an irregular arrival by the Minister of Public Safety (16 years of age or older only).

For more information, please see the Detention Fact Sheet <http://www.cbsa-asfc.gc.ca/security-securite/arr-det-eng.html>.

1.2 CBSA Removals Program

The CBSA has the statutory authority under the IRPA to arrest, detain, and remove any foreign national who is inadmissible to Canada. Immigration removal is an integral part of the CBSA's security and public safety mandate.

Any foreign national who is inadmissible to Canada may be subject to an inadmissibility report, written by either a Border Services Officer (BSO) at a POE, or an Inland Enforcement Officer (IEO) if the individual has entered Canada. Depending on the particular inadmissibility, a decision as to whether or not to issue a removal order will be made by a reviewing officer acting under the delegated authority of the Minister, or by the Immigration and Refugee Board (IRB).

The IRPA states that those individuals under an enforceable removal order must be removed as soon as possible. Once an individual is removal ready, an interview may be convened to ensure that a travel document is available. Travel arrangements are made and can range from driving an individual to the Canada-United States (US) border, to chartering a plane when an individual cannot be removed via commercial airliner. Decisions are made on whether the person needs to be escorted and what routing to take. If the routing requires transit in a third country, the authorities in the transiting country need to be notified. Once removal arrangements have been made, the individual is ready for removal from Canada. All individuals who depart Canada voluntarily or who are removed must have their departure or removal confirmed by a delegated official under the IRPA. In many cases, this authority has been delegated to security guards contracted by the CBSA who perform the function of departure confirmation. A departure is confirmed once the individual has boarded the plane, and the official ensures the departure is effected successfully; or, once the individual has entered the US through a land border. In both instances, the departure is acknowledged officially on the Confirmation of Departure form by the security guard, signed and dated, and submitted to a CBSA officer for processing.

1.3 CBSA Clientele

The CBSA categorizes its clientele as detained or non-detained. Individuals who do not require detention, are released from CBSA custody into the community, and may be required to report back to the CBSA at a future date for their subsequent removal (where legislatively warranted). Persons under examination at the POE may also be considered non-detained individuals. The Contractor will liaise with individuals that fall under both the detained and non-detained category, depending on the task being performed.

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When an individual is detained, a CBSA Officer performs a comprehensive risk assessment of each individual subject to detention in order to determine the placement of the individual to an IHC or a Provincial correctional facility, as appropriate. Any individual assessed to be a public safety risk or with significant behavioural or medical issues may be detained in a more secure facility, such as a provincial correctional facility. The CBSA maintains the authority to determine the placement of individuals once the detention decision has been made.

CBSA clientele are comprised of five (5) distinct groups, and references are made throughout this document to these groups as follows:

- a) Male Adults;
- b) Female Adults;
- c) Families - A family is defined as one (1) female adult or one (1) male adult with dependent minor-aged children. These dependent minors may be either male or female, and are accompanying their parent(s) or a guardian residing at the IHC. The accompanied minor(s) may or may not have been referred for detention themselves;
- d) Unaccompanied Minors – An unaccompanied minor is defined as a male or female dependant minor-aged child not accompanied by either a parent or guardian; and,
- e) Other – In some instances an individual may be classified as a vulnerable population (pregnant, elderly, mental health concern, etc.) or may not be gender or sexually conforming (transgendered, transsexual, intersex, two-spirit, etc.). Special considerations for placement of these individuals in CBSA facilities will be made on a case-by-case basis, as necessary.

All individuals admitted to CBSA facilities are classified according to varying risk profiles. Risk level and placement within facilities will be based according to CBSA Post Orders and Standard Operating Procedures (POSOPs).

Per Section 1.1 above, CBSA performs an assessment on a case-by-case basis in order to determine the admissibility of each potential Detainee to the IHC. As such, the IHC may detain individuals who are of varying levels of risk. The CBSA reserved the right to admit any individual, subject to a detention order, to the IHC regardless of their assessed risk level. Security for each population group (male and female) will be required as well as continued care and control on a 24/7 basis.

1.4 CBSA Locations

1.4.1 Current Locations

Primary operations will occur at the following three (3) locations:

1. Laval IHC, hereinafter referred to as the IHC, located at 200 Montée St-François, Laval Québec;
2. CBSA satellite office located at 1010 St-Antoine O. Montréal, Québec; and,
3. CBSA satellite office located at 200 René-Lévesque, Montréal, Québec.

1.4.2 Other Locations

At its discretion and on occasion, the CBSA may request that the Contractor provide resources to other secure locations within Canada, as and when required, such as but not limited to:

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- a) Airports and land border points;
- b) Medical facilities and hospitals;
- c) IRB offices and sites;
- d) Embassies or consulates;
- e) Detention/Correctional facilities;
- f) Police stations or detachments.

PART 2: GENERAL REQUIREMENTS

2.1CBSA Inland Operations

1. Operational direction for Inland Operations will be provided by the CBSA's Manager of Detentions Operations as it relates to the specific requirement. In cases where the CBSA's Manager of Detentions Operations is not available, he or she will delegate and identify another CBSA official to provide operational direction.

2.1.1 Inland Operations Care and Control of Detained Individuals

All of the below requirements are guided by CBSA POSOPs. All Contractor resources must abide by current POSOPs when undertaking functions and activities in relation to this requirement.

1. All of the below requirements are to be undertaken using Contractor-provided fleet.
2. To satisfy this requirement the Contractor may be required to provide additional resources above and beyond the regular complement.
3. The Contractor must:
 - a. Maintain custody and control of all individuals in CBSA's custody at all times and keep individuals safe and secure through regular observation, monitoring, engagement and intervention, when and where necessary. Security resources are required at any site where detained individuals are present, such as at the IHC, airports, the CBSA satellite offices, at medical facilities and hospitals, other IRB sites or any location as determined by the CBSA.
 - b. Admit and discharge detained individuals from the IHC or other facility as requested by the CBSA. Specific admission and discharge procedures and protocols are detailed in the POSOPs, which may be amended by the CBSA from time to time to meet operational and program needs. Functions related to the admittance and discharge of a CBSA detained individual while ensuring their safety and security could include but are not limited to:
 - i. Using CBSA equipment, photographing all new detained individuals admitted to the IHC and fingerprinting individuals when the need is identified by the CBSA;
 - ii. Searching and logging the contents of individuals' luggage and personal effects, including money, and storing these items in a secure manner, when the need is identified by the CBSA, and as per the POSOPs;
 - iii. Using CBSA equipment, decontaminating an individual's luggage and personal effects if deemed necessary upon admittance to the IHC;

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- iv. Completing required IHC or other intake assessment forms, and providing all forms to the CBSA upon completion. Where forms are electronic, completing and saving data according to procedures;
- v. Inputting information electronically into the system of record, as required by the CBSA and prescribed through POSOPs; and,
- vi. Providing all found supplements/medication to medical staff immediately.
- c. Monitor, identify and address the various needs of all individuals in CBSA's custody. Needs are to be determined through the regular monitoring, observation of, and communication with detained individuals throughout the day.
- d. Ensure the needs identified below are referred verbally to a CBSA official and followed up with a written report as per the POSOPs. These needs may include but are not limited to:
 - i. Requests for medical or First Aid treatment;
 - ii. Possible mental health issues;
 - iii. Other medical or non-medical services;
 - iv. Questions in regard to an individual's immigration file status;
 - v. Needs of minors; and,
 - vi. Any safety and security issues.
- e. Monitor interior and exterior surveillance cameras on a continuous basis, and initiate appropriate response measures as required and as per the POSOPs (i.e. direct response or calling 911, equipment malfunction, etc.).

Note:

- i. Images recorded from the CCTV system remain the property of the CBSA and must remain under the control of the CBSA.
- f. Ensure that detained individuals and Contractor resources adhere to all rules and protocols of the IHC or other locations as specified within the POSOPs, including those related to safety and security (Emergency Response Plan). These may include, but are not limited to:
 - i. Fire drills;
 - ii. Medical emergencies;
 - iii. Security threats and changes in risk and security;
 - iv. Log entries; and,

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v. Incident report writing.

- g. Upon request by the CBSA, deliver CBSA-provided meals to individuals in CBSA's custody wherever they may be located. If off-site, they will be delivered using Contractor-provided fleet. During meal times the Contractor resources must maintain appropriate care and control of detained individuals and must provide other support services to individuals as required, such as but not limited to: surveillance, utensil pick-up and counting, and the identification of dietary considerations, etc. On occasion, and at the CBSA's request, they must log food and liquid intake.
- h. Upon request by the CBSA, pick up any supplies necessary for an individual in CBSA's custody, such as hygiene products, medicine, luggage etc. On occasion, this may require the purchase of supplies as well as the delivery of supplies to any location requested by the CBSA. All supplies, or personal property and effects are to be searched, logged (if required) and handled according to POSOPs.

Note:

- i. The CBSA will determine the required number of resources to undertake this function.
- i. When identified by the CBSA, transport individuals in CBSA's custody using Contractor-provided fleet to and from the IHC, Provincial or Federal detention facilities, or from other locations, as deemed necessary by the CBSA, and as per the POSOPs.
- j. Upon request by the CBSA, escort detained individuals to and from interview rooms.
- k. Accurately complete reports as specified within the POSOPs, and ensure reports are input and stored in the required database, records, files or systems as requested by the CBSA.

Note:

- i. All information kept in relation to individuals admitted to the IHC or any other location, including, forms, reports, logs, inventory sheets and other related documentation is the property of the CBSA and are to be maintained on CBSA premises at all times.

2.1.2 *Inland Operations Transportation of Detained Individuals & Luggage and Personal Effects*

1. The Contractor must manage and provide for the safe and secure transportation of individuals in CBSA's custody and their luggage and personal effects to and from any required location within the Quebec region, and less frequently to other provinces and territories in Canada. Transportation will include transfer to and from Provincial or Federal detention facilities, CBSA offices, medical facilities and hospitals, embassies or consulates, police stations or detachments, POEs including Pierre Elliot Trudeau Airport (PET) or other airports, land border points, water ports, IRB sites, or other destinations as required.
2. The CBSA may, at its discretion, assign CBSA officers for transportation of some detained individuals thus temporarily relieving the Contractor of this task. The CBSA reserves the right to

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determine how an individual will be transported. In cases where the CBSA chooses to transport an individual, they will do so with a fleet provided by the CBSA.

3. The Contractor must, using their own fleet:

- a. Provide vehicles to transport persons of all ages and physical limitations, including the movement of baggage and personal effects.
- b. Provide for the safe and secure transportation of detained individuals and their luggage and personal effects to and from CBSA facilities and other locations as requested by the CBSA. This transportation may require the use of car/infant seats and the transportation of non-detained accompanying minors.
- c. Transport detained individuals to other provinces and territories in Canada.
- d. Ensure that female, male and persons defined as "other" detained individuals are separated physically at all times while in the vehicle (with the exception that family members may be co-mingled with their own family members). See Part 11, 'Vehicle Requirements'.
- e. Provide two (2) security guards, one (1) of whom will be the driver, when transporting a detained individual.

Note:

- i. Gender requirements for transports are outlined in the POSOPs. Depending upon the CBSA's risk assessment of the detained individual's behavior, criminal profile and past history, this minimum may be adjusted and additional guards may be required. Risk assessment and ratios will be developed by the CBSA in consultation with the Contractor and communicated on a case-by-case basis. Transport may occur on Federal statutory holidays or at other times as deemed required by the CBSA.
- f. Ensure that sufficient security resources are available to provide on-site backup when resources leave the facility for transports.

Note:

- i. Contractor resources performing transportation work are considered part of the overall security complement. They must be fully trained and certified as required in all aspects of the operations, and meet all training requirements.
- g. Maintain records in accordance with the POSOPs, which include but are not limited to transportation logs, gas receipts, etc.

2.1.3 *Inland Operations Departure Verification*

1. The Contractor must provide departure verification services for detained and non-detained individuals. When a removal order is issued against an individual under the IRPA, his or her departure from Canada must be confirmed by an official with the appropriate delegated authority. This applies to individuals in CBSA's custody and those who are not detained and report for removal.

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Note:

- i. Departure verification of individuals detained and non-detained will be governed by procedures and protocols established by the CBSA and provided to the Contractor.
2. The Contractor must:
 - a. Unless otherwise identified by the CBSA, provide two (2) security resources, one (1) of whom will be the driver, to transport detained individuals to an airport, POE, or any other location designated by the CBSA for removal.
 - b. Maintain full custody, care and control of the detained individuals and all luggage and personal effects, including any money belonging to the detained individual, while in transit to an airport or a land border, up to the point of departure verification.
 - c. Accompany the detained individual, along with their luggage and personal effects until the point of their departure. In some instances placement of the detained individual in a CBSA POE cell will be required.
 - d. Where a departure verification is to take place at an airport, proceed to the luggage registration at the airline counter, or, through baggage check-in, airport security screening, and US Customs and Border Protection (USCBP) preclearance to the aircraft to verify the individual's departure from Canada.
 - e. Where a removal is to take place at a land border crossing, proceed to the point of entry to the US to verify the detained individual's entrance into the US.
 - f. Ensure the transfer of money and valuables are listed on the appropriate tracking and log sheet and performed as per the POSOPs, including seeking signatures on the appropriate forms.
 - g. Ensure the prescribed Confirmation of Departure form is completed, as per the POSOPs, upon departure of the detained individual from Canada.

Note:

Departure is verified once the individual has been placed on the respective flight and the plane has been pushed back from the gate, or, if the detained individual has been driven to the Canada-US land border and was legally admitted into the US or care has been transferred to USCBP officials.

- h. Upon departure, notify the CBSA as per the POSOPs, and ensure that all forms and/or databases are completed and provided to the CBSA upon return to the IHC or other CBSA location, as per the POSOPs.
- i. If a departure is cancelled or aborted, complete all necessary documentation as specified by the CBSA, and notify the CBSA within prescribed timelines, as per the POSOPs. The individuals in CBSA's custody must be returned to the IHC or other relevant facility as directed by the CBSA.
- j. Manage resources to meet the volumes of departure confirmations.

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Note:

- i. As work volumes can fluctuate with multiple departures taking place within close proximity to each other, ensure these demands are covered without compromising the delivery of services for regular operations; this may involve prioritization, reallocation or usage of additional resources.
- k. Ensure additional resources are available to provide on-site backup within four (4) hours' notice, and that the CBSA has granted prior approval for any overtime.
3. For non-detained departure verification provide one (1) security guard to meet a non-detained individual at an airport or other designated location, and verify departure in the same fashion as stated above.

PART 3: RESOURCE REQUIREMENTS and TASKS

1. Inland (IHC) requires the following management resources: Operational Manager (5 days/week), Assistant Operational Manager (5 days/week), and Shift Supervisors (24/7).
2. Each satellite office requires a Shift Supervisor (5 days/week).
3. Due to the nature of these services and the need for continuity, the Contractor will, if applicable, be required to engage its management resources in a transition period eight (8) weeks prior to the in-service date, as well as for eight (8) weeks prior to contract termination.
4. The management transition period prior to the in-service date entails the existing service provider transferring knowledge to the Contractor's management resources (Operational Manager, Assistant Operational Managers and Shift Supervisors).
5. The transition period prior to contract termination entails the Contractor providing knowledge transfer to an incoming service provider's management resources (Operational Manager, Assistant Operational Managers and Shift Supervisors). It is anticipated that the transition periods prior to the contract in-service date and prior to contract termination will each occur over an eight (8) week period.

3.1 Resource Tasks

3.1.1 Operational Manager

The Contractor must:

1. Provide an Operational Manager, who will serve as the main day-to-day point of contact for the CBSA on all issues related to the administration and management of activities of activities under this requirement.
2. Ensure the Operational Manager is available to work at any of the sites, at shifts agreed to by the CBSA and the Contractor.

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- a. The Operational Manager must change his or her shifts to spend at least one (1) evening shift, one (1) night shift, and one (1) weekend shift per month at the IHC, upon request by the CBSA.
- 3. Ensure that the Operational Manager provides flexibility with the hours of work so as to respond to operational requirements (including but not limited to, late detentions, hearings, hearings, ongoing facility issues etc.).
- 4. Ensure the Operational Manager (or delegated Assistant Operational Manager) is available 24 hours a day, seven (7) days a week (whether in person during shift hours or via cell phone outside shift hours) to respond to operational issues that may arise in their absence.

Note:

- i. The CBSA will pay for hours worked when called in, but will not provide compensation for the Operational Manager, or their delegate, to be available.
- 5. Ensure the Operational Manager is responsible for all security services, including but not limited to:
 - a. Supervising and managing the delivery of security services, which means making regular rounds within the operation in order to ensure compliance with POSOPs;;
 - b. Monitoring the contract, including but not limited to ensuring resource requirements are met and that POSOPs are being adhered to;
 - c. Liaising with the CBSA;
 - d. Monitoring and providing accountability for invoicing to the CBSA;
 - e. Identifying, documenting and resolving issues and submitting paperwork to the attention of the CBSA and Project Authority. Escalating documented unresolved issues verbally and via email to the CBSA and Project Authority;
 - f. Identifying, addressing, and resolving contract performance issues;
 - g. Monitoring to ensure training of all security resources is being delivered, including the delivery of such training where appropriate;
 - h. Reviewing and approving the scheduling of security resources;
 - i. Outlining performance expectations for security resources and addressing resource performance issues;
 - j. Investigating and documenting incidents related to security resources, and reporting verbally and via email to the CBSA and Project Authority;
 - k. Attending meetings with the CBSA, as deemed required;

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- I. Ensuring emergency management obligations as per the POSOPs are met;
- m. Ensuring shift briefings are conducted by Shift Supervisors to advise security resources of daily occurrences;
- n. Ensuring that incidents are verbally reported immediately to CBSA officials, and followed up by a written report of the incident;
- o. Maintaining up-to-date electronic logs of incident reports as it relates to both detainees and security resources;
- p. Conducting ongoing management meetings with Shift Supervisors and security resources;
- q. Providing to the CBSA, bi-weekly, an updated list of new and replacement resources as well as a list of former resources along with their security information to ensure that the appropriate CBSA security clearance has been issued or cancelled;
- r. Providing to the CBSA, monthly, contract monitoring and performance reporting (list of resource requirements, time taken for issue resolution, etc.). CBSA may choose to provide a template for ease of completion;
- s. Keeping accurate and up-to-date physical records for all resources, their experience, skills, training courses taken or still required, certifications, drivers' licenses, airport (YUL RAIC) and IHC passes, and copies of security licenses, and providing all records to the CBSA;
- t. Ensuring that all resources meet and continue to meet all requirements, and replacing any resource that does not meet said requirements and advising the CBSA accordingly;
- u. Conducting supervisory visits to all posts, if required;
- v. Performing, as part of regular duties or at the request of CBSA, offsite (airport, IRB office, point of departure, etc.) quality control checks of Transport and Departure Verification resources to ensure they are adhering to CBSA POSOPs, operational procedures and correcting any deficiencies; and,
- w. Any other duties relating to the services of this requirement.

3.1.2 Assistant Operational Manager

The Contractor must:

1. Provide two (2) Assistant Operational Managers that will serve as the alternate day-to-day points of contact for the CBSA, as well as the main point of contact for Shift Supervisors.

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2. Ensure that the Assistant Operational Managers provide flexibility with the hours of work in order to respond to operational requirements (including but not limited to, because of late detentions, hearings, hearings, ongoing facility issues, etc.).
3. Ensure the Assistant Operational Managers rotate shifts to become familiar with the specifics of each shift and to ensure proper protocols and oversight are in place (i.e., one (1) month on day shift, one (1) month on evening or night shift, and one (1) month on weekend shift, or as agreed upon with the CBSA) depending on operational needs.
4. Ensure the Operational Manager and the Assistant Operational Managers overlap shifts Monday through Friday so as to ensure continuity in management coverage for all of the core business hours.
5. Ensure the Assistant Operational Managers' tasks include, but are not limited to:
 - a. Ensuring billing and invoicing accuracy and work with CBSA to resolve any discrepancies;
 - b. Scheduling of security resources (including work assignments, rotations, training, vacations, overtime assignments);
 - c. Assisting in ensuring that all Contractor resources submitted as a part of the complement meet the requirements and are suitable;
 - d. Identifying, documenting and resolving issues and submitting paperwork to the attention of the CBSA and Project Authority. Escalating documented unresolved issues verbally and via email to the CBSA and Project Authority;
 - e. Liaising with the CBSA;
 - f. Providing security resource orientation;
 - g. Identifying and auditing security resource training gaps;
 - h. Ensuring compliance to all POSOPs by Contractor resources;
 - i. As needed, assisting in conducting supervisory visits to all posts and locations of work;
 - j. Performing, as part of regular duties or at the request of CBSA, offsite (airport, IRB office, point of departure, etc.) quality control checks of Transport and Departure Verification resources to ensure they are adhering to CBSA POSPOs, operational procedures and correcting any deficiencies;
 - k.
 - l. Providing support, assistance, and ongoing training to Shift Supervisors;
 - m. Implementing problem solving methods and recommending possible solutions in order to improve the delivery of security services;

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- n. Filling in for the Operational Manager, as required, and performing the tasks of the Operational Manager, as required;
- o. Immediately performing and applying corrective action when there is an obvious service delivery performance issue with security resources;
- p. Ensuring that the appearance (i.e., dress and deportment) of all security resources is within guidelines;
- q. Attending CBSA meetings as scheduled and requested; and,
- r. Any other duties relating to the services of this requirement.

3.1.3 Shift Supervisor

The Contractor must:

- 1. Provide Shift Supervisor(s) at the IHC to cover 24 hours per day, seven (7) days a week.
- 2. Provide a Shift Supervisor at each satellite office for the day shift.
- 3. Ensure the Shift Supervisors' tasks include but are not limited to:
 - a. Assigning security guards to their required assignment or post;
 - b. Supervising all security guards on duty, whether they are providing for the care and control of individuals at the IHC, or other satellite offices, conducting transports, verifying departure, or any contracted services;
 - c. Ensuring incident reports are completed and forwarded to the CBSA before the shift is finished;
 - d. Complying with, and ensuring all security resources comply with POSOPs, policies and procedures;
 - e. Ensuring they have received a pre-shift briefing (provided by the CBSA), and ensuring all security guards are up-to-date with any new issues or situations (provided by the CBSA) by debriefing them and handing out procedures or instructions 15 minutes before each shift, as required;

Note:

- i. Pre-shift briefings are not to be paid by the CBSA.
- f. Ensuring the completion of all forms, reports and paperwork required by the CBSA, accurately and in accordance with the POSOPs;
- g. Dispatching radio communications for the vehicles;
- h. Ensuring initial and ongoing on-site training of new security resources;

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- i. Identifying, in writing, security resource performance deficiencies and possible training gaps to the Assistant Operational Managers and Operational Manager, if applicable;
- j. Ensuring that all security resources understand and follow the Fire and Evacuation Plan, and that all safety measures are implemented (alarm panels, fire alarms, emergency doors, cameras, etc.);
- k. Providing support, assistance, and ongoing training to all security resources;
- l. Providing continual reviews with security resources on the POSOPs;
- m. Conducting supervisory visits to posts within the IHC, as appropriate;
- n. Coordinating security resource breaks and meal times;
- o. Coordinating detained individual movement both inside and outside of the IHC or other CBSA locations in consultation with CBSA;
- p. Acting as main point of contact for security resources on-duty in providing CBSA detained individual issue resolution;
- q. Forwarding detained individuals' complaints, requests, or concerns to the CBSA;
- r. Managing and reporting emergency situations until the arrival of CBSA;
- s. Performing, at the request of CBSA, quality control checks of transport and departure verification resources to ensure they are adhering to CBSA policies and operational procedures and correcting any deficiencies;
- t. Communicating with the CBSA, the Assistant Operational Manager and the Operational Manager, about any significant incidents/events/accidents at the operation, and suggesting reforms to current processes, where appropriate;
- u. Immediately performing and applying corrective action when there is an obvious performance issue with a security resource;
- v. Ensuring all required equipment is in good working condition;
- w. Keeping an up-to-date inventory of First-Aid kits and contents (at the IHC and in vehicles) as per the minimum inventory requirements list in each First-Aid kit;

Note:

- i. The CBSA is responsible for replenishing the inventory of the First-Aid kits as well as the associated costs.
- x. Delivering pre-portioned medication to detained individuals as per the orders given by the doctor and/or nurse when they are not available;

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- y. Submitting to the Operational Manager copies of the incident reports that are provided by the security resources reporting any incidents of accidents or damage to the vehicles;
- z. Coordinating individual's placement in the IHC or other CBSA satellite locations, according to CBSA's risk classification determination and/or direction; and,
- aa. Any other duties relating to the services of this requirement.

3.1.4 Security Guard

The Contractor must:

- 1. Provide security guards at the IHC 24 hours per day, seven (7) days a week.
- 2. Provide security guards at the satellite offices five (5) days per week, as per schedule at Section 3.3.
- 3. Ensure security guards' tasks include but are not limited to:
 - a. Ensuring the safe and secure control and custody of individuals in all of the work sites and at other locations (i.e. hospitals, hearings, etc.) as required by the CBSA;
 - b. Complying with and applying all CBSA policies and POSOPs, and ensuring all individuals follow site-specific rules;
 - c. Monitoring and controlling designated areas inside and outside their assigned work location, as well as all entrances and exits, as required by the CBSA;
 - d. Carrying out evacuation procedures in the event of a fire or emergency at their assigned work location in accordance with CBSA building emergency procedures;
 - e. Carrying out daily and unscheduled searches of premises and reporting irregularities as per the POSOPs so that the CBSA may take appropriate action;
 - f. Using CBSA-approved search methods, as per the POSOPs;
 - g. Admitting individuals to the IHC or other CBSA facilities, as per CBSA POSOPs;
 - h. Conducting intake (logging and itemization of personal effects) and decontamination of individuals' belongings, as required by the CBSA;
 - i. Communicating using radios that comply with all provincial and federal regulations, CBSA standards and using radio code-language as provided by the CBSA in the POSOPs;
 - j. Completing reports and forms as required by the CBSA and as per the POSOPs;
 - k. Applying use of force principles and methods of intervention respective of the situation when handling individuals as per the POSOPs or other CBSA directive;
 - l. Using and applying restraining devices and equipment, as per the POSOPs;
 - m. Using CBSA metal detectors and x-ray technology, as per the POSOPs;

- n. Monitoring detained individual behavior through active engagement;
- o. Immediately reporting, verbally and subsequently in writing to the CBSA, any critical incidents such as escapes, emergencies, security breaches, use of force, breakage of or damage to CBSA property or equipment, and any other incident involving individuals;
- p. Completing an incident report and sending it to his or her Shift Supervisor and the CBSA before the end of the shift in which the incident occurred;
- q. Informing the Shift Supervisor of any concerns or complaints brought forward by individuals, and documented, as per POSOPs;
- r. Administering First-Aid and cardiopulmonary resuscitation (CPR) to individuals, as required, including the use of CBSA-provided Automatic External Defibrillators (AED), and ensuring the CBSA is informed if AEDs are used;
- s. Maintaining CBSA premises by ensuring they are safe and secure and tidy in appearance, and reporting otherwise in writing to the CBSA;
- t. Ensuring that medication found in an individual's personal belongings is submitted to the CBSA and/or the shift supervisor;
- u. Ensuring individuals' belongings are securely stored in the location as per the POSOPs;
- v. Admitting visitors to the IHC, as per the POSOPs;
- w. Verbally informing visitors of the specific rules and policies of the IHC;
- x. Keeping up-to-date records and inventories as per POSOPs;
- y. Handling all incoming and outgoing mail, packages, etc. as per the POSOPs; and,
- z. Any other duties relating to the services of this requirement.

4. In addition to the above, tasks for security guards when performing transport and departure verification include, but are not limited to:

- a. Conducting a vehicle inspection and verifying the mechanical condition of vehicles by carrying out pre- and post-trip verifications, as per CBSA operational procedures;
- b. Completing vehicle inspection checklist in accordance with POSOPs relative to the condition of vehicles and identify any deficiencies to the CBSA;
- c. Carrying out a pre and post-trip search of the vehicle to ensure the security of the vehicle, and to ensure that all equipment is on board, as per the POSOPs. Any deviations from the security or equipment requirements need to be immediately verbally reported to the Shift Supervisor, and any items found must be logged and submitted to the CBSA;
- d. Searching individuals and their luggage as per the POSOPs;

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- e. Logging individuals' valuables before taking charge of it as per the POSOPs;
- f. Transporting individuals, luggage and personal effects, as per CBSA POSOPs;
- g. Ensuring the control and safe custody of individuals during their transport (secure locking of the cage of the truck; compliance with the provincial highway safety codes);
- h. Ensuring adherence to child vehicle safety procedures (including the use of car seats);
- i. Escorting individuals between the vehicle and end destination;
- j. Picking up or dropping off individuals at any designated locations;
- k. Escorting individuals and their luggage through the airport until their arrival at the IHC or other end location as required, when applicable;
- l. Escorting individuals coming from or going to various Provincial and Federal institutions, police stations, courthouses, airports, IRB offices, hospitals, consular offices or embassies to their end destination;
- m. Confirming departure of individuals as a part of departure verification procedures and as per the POSOPs;
- n. Completing paperwork as required by the CBSA and in accordance with the POSOPs and submitting to the Shift Supervisor and CBSA;
- o. Ensuring the transfer of individuals' money and/or valuables that are under the control of CBSA, back to the individual and ensuring the related transaction sheet identified in the POSOPs is completed and sent to the CBSA;
- p. Informing the satellite offices of the arrival of individuals in CBSA's custody; and,
- q. Completing and submitting to the Shift Supervisor, incident reports of accidents or damage to the vehicle before end of each shift.

3.1.5 Administrative Tasks

1. In addition to the previous tasks, the Contractor must ensure that the following administrative tasks are completed, however, they do not form part of the daily functions of security resources on this contract:
 - a. Invoicing;
 - b. Organizing, tracking and arranging training for all security resources;
 - c. Scheduling of security resources;

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- d. Updating the list of new and replacement resources, as well as a list of former resources, along with their security information to ensure that the appropriate CBSA security clearance has been issued or cancelled;
- e. Providing to the CBSA, bi-weekly, an extract of the guard sign-in log which shows a list of hours worked;
- f. Keeping accurate and up-to-date physical records for all resources (experience, skills, training courses taken or still required, certifications, drivers' licenses, airport [YUL RAIC] and IHC passes, copies of security licenses), and providing all records to the CBSA; and,
- g. Completing contract monitoring and performance reports (including but not limited to, monitoring the repair and/or replacement of equipment such as radios and fleet).

3.2 Location of Work and Resource Requirement

3.2.1 Change of Requirements

- 1. The Contractor must, with the pre-approval and overview of the CBSA:
 - a) Increase or decrease the number of hours or timing of requirements at any location;
 - b) Alter the guard category at any location; and,
 - c) Add or decrease service at new or existing locations.
- 2. Amendments to the base resource complement may be temporary or permanent, as determined by the CBSA.
- 3. The CBSA agrees that any increase in the base resource complement will not exceed that number provided for by the Contractor in their bid submission, without an amendment to the contract.
- 4. This does not cover unexpected resource requirements, or pre-planned additional resource requirements for special projects.

3.2.2 Unexpected Additional Resource Requirements

- 1. As described herein, unforeseen operational requirements demand that the Contractor react to immediate, or near immediate, needs for additional resources. Some examples of these types of operational requirements include but are not necessarily limited to:
 - a) Medical transportation;
 - b) Care and custody of medical cases at area hospitals;
 - c) POE transports;
 - d) Transports related to CBSA arrests; and,
 - e) CBSA enforcement projects.
- 2. In these types of cases, the Contractor is expected to fulfill the specific resource requirement with no reduction of the complement of resources at any of the work sites, by use of the attainment of additional security resources, or by the use of double-shifting, approved overtime, or by any other means devised by the Contractor. In these instances, where the requirement is for six (6) security resources or less, the Contractor must provide the resources within four (4) hours of said request.

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Where the requirement is for seven (7) or more security resources, the Contractor must provide the required resource complement within 72 hours of said request.

3.2.3 IHC Resource Requirement

1. Shifts under this requirement will be determined by the CBSA. The CBSA may direct the number of guards assigned to various functions and posts within the IHC or to other satellite offices or locations.
2. The security resource complement must be of both genders, so that at a minimum the posts in the female wing, Admission & Discharge, and in areas requiring security screening and pat downs can be accommodated by guards of the same gender. The Contractor shall establish a representative workforce of males and females to ensure sufficient coverage of both genders at all times.
3. Emergencies or other situations, whether foreseen or not, may necessitate the call by the CBSA for additional resources. The Contractor must be able to provide the required number of resources within four two (4) hours.
4. The IHC must have the appropriate number of security resources specified under this requirement. Coverage must be provided for breaks, leave, transport, departure verifications and any other assigned duties.
5. Agreement of shift coverage and schedules is required by the CBSA prior to the in-service date.

3.2.4 Requirements for Resources Performing Transports

1. Security resources must report to the designated Shift Supervisor for their daily assignments. Transport services should normally be planned ahead of time, but in many instances the request to transport an individual will be immediate and unpredictable. Transportation requirements may change with minimal notice and therefore flexibility in response to an ever-changing schedule is required.
2. At least one (1) transportation crew, comprised of two (2) security resources must be available for transport to and from day cells at all times.
3. The shifts for transportation resources may differ from other shifts under this requirement, as schedules to transport may necessitate that such crews are on the road early in the morning. An overlap of shifts may be required, as Departure Verifications is on an as-requested basis. All shifts are based on operational requirements.
4. Transportation crews must be made up of a male and female resource when it is known that the individual to be transported is a female. The Contractor should ensure that crews are staffed in a manner that maximizes the utilization of both genders.

3.2.5 Satellite Office Resource Requirement

1. Shifts at the satellite office day cells must ensure coverage of the business hours stated in Section 3.3.
2. Satellite offices must have the appropriate number of security resources specified under this requirement. Coverage must be provided for breaks, leave, transport, departure verifications and any other assigned duties.

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3.3 Required Resource Complements

3.3.1 *Inland Operations (IHC) Security Complement*

1. **The security resource complement required for the IHC is 151.** The CBSA reserves the right to make changes to these numbers from time to time due to changes in operational requirements. Nothing stated here or elsewhere in this Statement of Work should be interpreted as limiting the number of security resources that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under the terms of the contract.

Example of Inland (IHC) Schedule and Resource Requirements (hours subject to change, final approval by CBSA required prior to in-service date):

IHC

	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun	Mon-Fri	Sat-Sun
	0800-1600		1600-0000		0000-0800	
Operational Manager*	1	-	-	-	-	-
Assistant Operational Manager*	1	-	1	-	-	-
Shift Supervisor	1	1	1	1	1	1
Guards	30	24	26	22	20	20

3.3.2 *Satellite Office Complement*

1. **The security resource complement required for the satellite offices is 8.** The CBSA reserves the right to make changes to these numbers from time to time due to changes in operational requirements. Nothing stated here or elsewhere in this Statement of Work should be interpreted as limiting the number of security resources that the CBSA may require and that the Contractor must supply, in order to perform the work that may be required under the terms of the contract.

Example of Satellite Office Schedule and Resource Requirements (hours subject to change, final approval by CBSA required prior to in-service date):

Satellite Offices

	Mon-Fri	Sat-Sun
	0800-1600	
Shift Supervisor	2	-
Guards	6	-

Note: there are no evening shifts at the Satellite offices and they are not open on weekends or holidays.

3.4 Task Authorizations

3.4.1 *Mass Migrant Arrival (Task Authorization)*

1. In the event of a mass migrant arrival in the CBSA's Quebec Region, the Contractor may be requested to provide a larger contingent of security resources anywhere in the Quebec Region, to

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provide security of individuals and transport for large groups of individuals at, but not limited to, government-controlled docks, mustering points, detention facilities, and hospitals. The Contractor must be prepared to provide up to 15 additional resources on rotating 12-hour shifts, equaling 30 additional resources in total. This provision will be exercised through a contract task authorization.

2. The call-up times under this section align to specifications articulated in this Statement of Work (SoW), unless otherwise agreed to by the CBSA.

3.4.2 Pre-Planned Additional Security Resource Requirements for Special Projects (Task Authorization)

1. In some instances, the CBSA may undertake special projects or initiatives where the operational requirement for additional resources is known in advance. This provision will be exercised through a contract task authorization.
2. To the greatest extent possible, the CBSA will provide the Contractor with as much advance notice of such a requirement:
 - a) Where the requirement is for six (6) resources or less, the Contractor must provide said resources within 72 hours of said request;
 - b) Where the requirement is for seven (7) or more resources, the Contractor must provide said resources within seven (7) calendar days of said request.
3. When authorized by the CBSA and where the notice time given to the Contractor is less than indicated in the SoW, the CBSA will pay the applicable overtime rates between the date notice is given up to a maximum of the notice times indicated in this SoW. In all cases the Contractor must make every effort to minimize the use of overtime.

PART 4: TRAINING REQUIREMENTS

1. All certifications and licenses must be valid at all times.
2. To be considered eligible to provide services, all resources must be fully trained and licensed as outlined below.
3. The CBSA will not pay for any costs related to licensing and training.
4. The CBSA reserves the right to identify the course content and objectives that must be covered for any course or change the requirements during the period of the contract. Additionally, the CBSA reserves the right to audit any course at its request.

4.1 General Training Standards & Requirements for Security Resources

1. The Contractor must be licensed in Quebec, Canada by the Bureau de la Sécurité Privée. These records are to be provided to the CBSA, as per the terms of the Contract.
2. All Contractor personnel involved in the delivery or supervision of security services are subject to the Quebec Private Security Act.

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3. The Contractor must ensure all resources are in full compliance with applicable licensing and other legislative or regulatory requirements of those Acts at all times throughout the contract. Additionally, they must have successfully completed the Training Program outlined in Appendix "B" of the National Standard of Canada for Security Guards and Security Guard Supervisors, CAN/CGSB-133.1-2008.
4. Under the Qualification Listing Program for Uniformed Security Guards and Supervisors, all Security resources must be trained and tested by an institute or agency listed with the Canadian General Standards Board (CGSB) for Phase 1 of the Qualification Listing Program OR by a College that comes under the jurisdiction of a provincial Ministry of Education and whose curriculum meets the CGSB Standards for Security Guards and Supervisors. Where an institute or agency is used, the Contractor must submit to the CBSA the Phase 1 qualification number of the particular institute or agency. Where the services of a College as defined above are being used by the Contractor, the Contractor must provide to the CBSA a written certification that the College curriculum covers all elements of the following standard courses, as defined in CAN/CGSB-133.1-2008 – National Standard of Canada for Security Guards and Security Guard Supervisors:
 - Basic Security Training (BST)
 - Advanced Security Training (AST)
5. To be considered, the Contractor must provide evidence of successful completion of all aspects of this training for each security resource proposed under this contract. Contractor resources will not be allowed to work at any CBSA facility or location without having successfully completed training to the standard required prior to commencement of employment.
6. All Contractor resources must hold a valid Quebec Security Guard license in accordance with the Private Security Act at the time of in-service date.

4.2 Training & Knowledge prior to Service Commencement

1. Prior to beginning work at any CBSA site, all security resources must be fully trained, and certified to meet training standards. All security resources must be proficient in their tasks as determined by the CBSA.
2. All training and training material provided to security resources by the Contractor, is subject to CBSA review and approval.
3. The Contractor must ensure that all their security resources have completed a combination of both classroom and hands-on training to meet all training requirements.
4. Subject to the CBSA's approval, a variance to either the timeline or the requirement for the completion of training may be granted based on operational need.

4.2.1 First Aid and CPR Training with Automated External Defibrillator (AED)

1. All Contractor resources must have successfully completed training in standard Level 1 First Aid including CPR and the use of the AED.

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2. All Contractor resources must be qualified by the St. John's Ambulance, Red Cross, or other recognized First Aid training institution or by a certified instructor as having successfully completed the Standard First Aid Training indicated above and are certified in administering first aid treatment as required. Training records and certificates of completion must be provided to the CBSA for each Contractor resource.

4.2.2 Use of Force Training

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to the National use of force model and related techniques. The CBSA reserves the right to review and approve a specific course, or to identify the course content and objectives that must be covered at any time. Additionally the CBSA reserves the right to audit any course at its request.
2. The contractor must provide training material to the CBSA approval within three weeks of contract award.
3. Practical training content must include material related to the following topics:
 - Use of Force Continuum Model (IMIM);
 - Verbal intervention/tactical communication;
 - Stance, movement & pain sensitive areas;
 - Passive resistant escort: standing, controlled handcuffing/team passive resistant technique (standing and sitting);
 - Secure searches and procedures;
 - Secure subject transport (vehicle);
 - Strikes and blocking strategies & tactics: fist, palm heel & knee strikes/blocks/elbow-foot strikes;
 - The basics of ground defense: breakdown from the 4 points, defense from the ground; and,
 - Edged weapon defense.
4. Use of Force training must be re-certified every two (2) years, and the recertification must be included in the resource's file.

4.2.3 CBSA POSOPs

1. CBSA POSOPs outline the detailed operating procedures and standing orders that have been put in place for each detention center and location (i.e. IHC and satellite offices). The CBSA will provide the Contractor with copies of the POSOPs and other relevant procedures and guidelines, which outline the responsibilities and procedures to be followed by the Contractor resources and the CBSA prior to the commencement of the contract. The Contractor must ensure that resources receive training (i.e., read the required POSOPs) prior to their assignment at a particular post and, subsequently, follow procedures contained in the POSOPs once at their post. POSOPs will be in sufficient detail to permit the Contractor to effectively carry out its duties under this contract.

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- a. Each contracted resource must sign and submit a declaration stating that they have completed all required training – SEE APPENDIX XX
2. The Contractor will, at all times, adhere to and follow all POSOPs, instructions, directives, policies and procedures, including amendments thereto, established and implemented by the CBSA. Contractor resources are expected to be conversant with all POSOPs as last amended.
3. The CBSA has the right to amend, modify and re-issue POSOPs, directives, policies etc. as required, and the Contractor's resources must respond accordingly to ensure their implementation.

4.3 Training within the First Three (3) Months of the Provision of Service

1. Within the first three (3) months of the provision of services, all Contractor resources must be fully trained and certified with the following training. Subject to the CBSA's approval, a variance to either the timeline or the requirement for the completion of training may be granted based on operational need.

4.3.1 Cultural Sensitivity, Harassment and Diversity Training (approximately 2 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to cultural sensitivity, harassment, and diversity. This training is provided online by the CBSA.

4.3.2 Mental Health and Suicide Prevention Training (approximately 3 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training related to mental health, including: indicators of mental distress, post-traumatic stress disorder, suicide prevention training, etc. This training is provided online by the CBSA.

4.3.3 Hazardous Toxic Substance Training (approximately 7.5 hours)

1. The Contractor is responsible for ensuring that all resources have undergone formal training developed to provide operational procedures and policy for the examination of products which are suspected or known to contain toxic substances (including fentanyl and fentanyl analogues or synthetic opioids as well as other low-dose drugs and precursors).

4.3.4 CBSA Specific Training

1. The CBSA may assist the Contractor in the preparation and delivery of portions of any pre-assignment training that deals with the provisions of the IRPA and *Regulations* (approximately 60 minutes), *Access to Information and Privacy Act* (ATIP) (approximately 60 minutes) and CBSA Orientation (approximately 60 minutes).
2. Livescan fingerprint certification and training (approximately 1.5 hours) will be provided by the CBSA (within the region), and it will be the responsibility of the Contractor to maintain active status for all tokens and other means of access, as per CBSA guidelines.

4.4 On-the-Job Training

1. In addition to the classroom and hands-on training provided either by the Contractor or the CBSA (see above), Contractor resources, at the expense of the contractor, will receive 40 hours of on-the-job training prior to being eligible to perform duties on their own.

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2. Contractor resources who are being field-trained are not to be considered for the purpose of meeting the mandatory resource levels for each site.
3. On-the-job field-training will include, but is not limited to:
 - a) General IHC or other site-specific orientation, including driver's airside for departures involving remote stand operations and all training required to maintain YUL RAIC;
 - b) Responding to emergency alarms, bomb threats, and suspect incendiary devices;
 - c) The orientation and operation of security systems;
 - d) The orientation and operation of fire equipment;
 - e) Location and access to first aid supplies;
 - f) Radio and communications systems;
 - g) Dealing with power outages, evacuation procedures;
 - h) Access control; and,
 - i) Key control.

4.5 Ongoing Training

1. At the Contractor's expense, the Contractor must provide ongoing training to address any changes in procedures, up to a maximum of one (1) day (8 hours) per resource per year. This must include future courses or training sessions developed and determined by the CBSA to be required for Contractor resources.

4.6 Audit and Monitoring of Training

1. The Contractor agrees to allow representatives of the CBSA to participate, at no cost to the CBSA, as observers for any part of, or, for the full duration of any training offered by the Contractor, or any training used by the Contractor to meet CBSA requirements. This participation will enable the CBSA to evaluate the training program.
2. Prior to commencing work in any capacity under this contract, the Contractor must provide evidence to the CBSA of successful completion of all aspects of training for all security resources for which the Contractor is responsible as outlined in this document. The Contractor is responsible for providing the CBSA with proof of certification of training courses completed in hard-copy format. The CBSA will maintain a file for each resource of the Contractor assigned to the CBSA under this contract. The Contractor must ensure that the CBSA has the most up-to-date information on all resources.
3. The CBSA reserves the right to request that the Contractor provide additional training for resources who have demonstrated an inability to meet the expected standards on a consistent basis, and for any other reason, such as new requirements.

PART 5: ADDITIONAL SECURITY RESOURCE REQUIREMENTS

5.1 Licenses & Passes

1. The Contractor must possess a valid Security License issued by the Bureau de la Sécurité Privée to operate in the province of Quebec.

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2. Security resources are to be licensed in accordance with Provincial Regulations. The appropriate prescribed license or identification card must be in their possession at all times while on duty and must be provided for inspection at the request of any person in the course of security duties.
3. All security resources must be in possession of a valid Canadian driver's license enabling them to drive the Contractor-provided fleet vehicles.
4. Ensure the Operational Manager, Assistant Operational Managers and Shift Supervisors each hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).
5. Ensure that prior to the provision of services:
 - i. A minimum of 60 security guards hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).
 - ii. The balance of the security guards hold, at a minimum, a valid driver's licence enabling them to drive a passenger vehicle with two (2) axles and a net weight of less than 4500 kilograms (Class 5 in Quebec)
6. Ensure that within two (2) months of the provision of services all security guards hold a valid driver's licence enabling them to drive buses and minibuses with seating capacity of 24 or less (Class 4B in Quebec).
7. Contractor resources requiring access to sensitive work site(s) must each obtain, maintain, and update as required an appropriate Restricted Area Identity Card (YUL RAIC pass), granted or approved by Aéroports de Montréal..
8. Ensure that a minimum of two (2) security resources on each shift acquire and maintain an airside driver's license, granted or approved by Aéroports de Montréal.

5.2 Citizenship

1. All Contractor resources must be Canadian citizens or permanent residents.

5.3 Education

1. All Contractor resources must demonstrate successful completion of secondary school education in Canada or a Canadian equivalent (i.e. General Education Development, GED).

5.4 Language Ability

1. The Contractor must ensure that all resources meet the following language requirements for both English and French:

5.4.1 Oral Interaction

1. The Contractor's resources must be able to carry on an informal conversation on concrete topics, and paraphrase when they cannot think of a certain word. They can ask and answer simple questions, and give simple instructions and directives in routine work-related situations. The

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Contractor's resources may make mistakes in some minor grammar, pronunciation, fluency and vocabulary.

5.4.2 Written Comprehension

1. The Contractor's resources must be able to understand most descriptive or factual material on work-related topics. They can clearly understand simple text and grasp the idea of text in use. They can also understand the main points in more complex text, in order to carry out routine work-related tasks.

5.4.3 Written Expression

1. The Contractor's resources must be able to write short descriptive and factual texts as part of their work duties. Grammar, vocabulary, and spelling mistakes are acceptable as long as the message is clear, concise and understandable.

5.5 Certification of Health

1. All Contractor resources must be in a state of health consistent with the ability to perform the required safety and security tasks and derivative capacities the job entails. They should, at a minimum, meet the standards outlined in Clauses 4.1 through 4.2.6 of CAN/CGSB-133.1-2008 National Standard of Canada for Security Guards and Security Guard Supervisors. Upon request from the CBSA, the Contractor must produce a licensed physician's certificate attesting to the good health and the absence of physical or mental limiting factors which could interfere with a security resource's performance of duties.
2. Due to the nature of this work, there is a risk of exposure to Hepatitis A and B, as well as Tuberculosis (TB), among other pathogens. The Contractor must advise their security resources of the risk of such exposure and it is recommended that Contractor resources consult their family physician prior to commencement of this work. If TB and Hepatitis A and B inoculations are recommended by the physician, they should be administered; associated inoculation costs will not be paid for by the CBSA.

5.6 Minimum Experience Requirements of Security Management Resources

1. In addition to meeting all the requirements outlined in Part 4, the following represent the minimum requirements for each category of Contractor resource:

5.6.1 Operational Manager

- a) Must have a minimum of five (5) years' management experience within a field directly related to law enforcement (Canadian Armed Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services. Management experience must include the oversight of employees.

5.6.2 Assistant Operational Manager

- a) Must have a minimum of two (2) years' management experience in a field directly related to law enforcement (Canadian Armed Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services. Management experience must include the oversight of employees.

5.6.3 Shift Supervisor

- a) Must have a minimum of one (1) year experience in the supervision of employees; and,

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- b) Must have a minimum of one (1) year experience in a field directly related to law enforcement (Canadian Forces, Royal Canadian Mounted Police, CBSA, Correctional Services Canada or a police force) or security services;

OR

- c) Must have one (1) year of experience specifically working on a security contract with the CBSA at an IHC or providing care and control of individuals.

PART 6: CONTRACTOR PERFORMANCE STANDARDS

6.1 Shortfalls

- 1. Shortfalls occur when the required Contractor resources are not supplied at a post or work site. The CBSA will pay only for time actually worked.
- 2. The CBSA further reserves the right to seek reimbursement from the Contractor for the replacement of resources not provided, where appropriate. The Contractor must ensure that the minimum requirements for resource compliments are met at all times.

6.2 Overtime

- 1. Overtime will be paid to the Contractor in accordance with Provincial Regulations and as per Annex B Basis of Payment.
- 2. Where a security resource is required to work beyond their regular scheduled hours on any established shift, overtime must be pre-approved by the CBSA.
- 3. Overtime rates will not be paid by the CBSA to allow the Contractor to compensate for shortage of resources. The Contractor is responsible for providing the adequate number of resources at all times, and will be accountable for any overtime costs incurred in order to achieve this. Under no circumstances may the Contractor provide non-security screened resources.
- 4. For ease of continuity of service, 60% of the current compliment of resources (exclusive of management) should be offered positions on the new contract.

PART 7: ADMINISTRATIVE SPECIFICATIONS

7.1 Work Space

- 1. Work space will be provided by the CBSA, including access to phone, fax, computers and printers, and e-mail paid for and operated by the CBSA.

7.2 Back-Up Support

- 1. The Contractor must provide, security-cleared, back-up resources that meet the requirements of the contract for illness, holidays or other absences.

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2. The Contractor may replace a Shift Supervisor with a guard resource, an Assistant Operational Manager with a Shift Supervisor, or, an Operational Manager with an Assistant Operational Manager or Shift Supervisor on an interim basis for a period no longer than 45 days. The replacement resource may not be required to meet the minimum experience requirements for that position.

7.3 Scheduling and Assigning Work

1. A weekly work schedule must be provided to the CBSA the Friday prior to the commencement of the following work week, or as otherwise agreed to by the CBSA.
2. Lunch breaks and rest periods are dictated by Provincial regulations. The Operational Manager, Assistant Operational Managers or Shift Supervisors must arrange for breaks to be taken by resources in such a way that their duties are always covered by resources already on site, while ensuring the minimum base requirement at each work site is met.
3. All security resources must remain onsite and be available to report back to work during lunch breaks and rest periods in the event they may be called back to work to assist in an emergency situation (i.e. fire alarm or critical incident). The CBSA agrees to pay for scheduled lunch breaks and rest periods for the resources.
4. Only under exceptional circumstances will the CBSA reimburse security resources for meals purchased while on duty. This is in reference to situations where the work would necessitate an unforeseen extension or circumstance where the resources wouldn't have been able to plan to bring or store their meal, i.e., meal payments may be approved for unexpected or unplanned inter-provincial transports.
5. An example of when the CBSA will reimburse meals is as follows: A guard working an 11:00pm to 7:00am shift is sent to Pierre Elliott Trudeau airport at 4:30am to drop off a detainee, but there is a delay in the flight and the guard must stay at the airport until 9:30am. The guard would be reimbursed for their breakfast, upon approval by CBSA.
6. Upon CBSA approval, expenses will be reimbursed upon submission of meal receipts every two (2) weeks with the invoice, and only up to the amount indicated in Appendix C of the National Joint Council Travel Directive; and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

7.4 Statutory Holidays

1. There are nine (9) recognized statutory holidays for which the Contractor may bill the CBSA at the statutory holiday rate for resources who have been scheduled and are working at sites that require coverage during these days:
 - a) New Year's Day;
 - b) Good Friday;
 - c) Victoria Day;
 - d) St. Jean Baptiste Day;
 - e) Canada Day;
 - f) Labour Day;

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- g) Thanksgiving Day;
- h) Christmas Day; and
- i) Boxing Day.

2. The Provincial statutory holiday (Family Day), is not considered a statutory holiday for the Federal Government and all offices remain open. The Contractor must factor in sufficient resources to cover regular operations on this day.
3. All sites and posts with the exception of the two satellite offices listed below are open on statutory holidays:
 - a. A. 1010 St-Antoine O. Montréal, Québec

B. 200 René-Lévesque, Montréal, Québec,

7.5Consistency of Assignments

1. The Contractor must make every effort to assign the same full-time resources at the same work sites and posts, in order to maintain a work force that is dedicated and familiar with the work place and its particular requirements.

7.6Time on Duty

1. The Contractor must ensure shift hours for all resources, including any assigned and approved overtime, does not exceed provincially-mandated labour laws.

PART 8: UNIFORM REQUIREMENTS

8.1General

1. All uniforms shall be provided by the Contractor and the prescribed uniforms shall be of the Contractor's regular design.
2. Uniforms shall be worn in the manner prescribed herein. The Contractor shall not issue dress instruction or uniform specifications which deviate, or are in conflict with the uniform specifications contained herein. Uniforms shall be identical in design, colour, and "non-military" in style (i.e. blazer and cargo pants).
3. Uniforms shall be worn by all security resources assigned to the requirement at all times while engaged in the performance of the services required. Security resources shall not be allowed at their workstation unless they are wearing an authorized uniform.
4. All resources shall wear, while on duty, a uniform conforming to the following requirements:
 - a) Readily distinguishable from a public police force;
 - b) Displays the company logo or name in a prominent position;
 - c) Name tags, affixed by Velcro, must be worn in a predominant position at all times and must display at a minimum, resources' last names; and,

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- d) An insignia indicating the rank or level on the shoulders of the shirt/sweater, on the epaulettes and on the identification tag.
- 5. Uniforms must be clean and neat, fit properly, must not be worn, frayed, damaged or patched, and must include boots that are clean (i.e., free of stains and debris).
- 6. Soft body armour must be provided and worn by transport guards and satellite office guards. The CBSA recommends the vests be National Institute of Justice (NIJ) 06 Level II certified ballistic soft body armour. Soft body armour worn must not have expired.
- 7. Security resources must wear a securely-attached identification badge denoting their position, name and number, as well as a CBSA identification card, both of which must be visible on the uniform at all times.
- 8. The Contractor's management must wear a shirt of a different colour than that of the other security resources for ease of distinguishing their rank.
- 9. It is agreed and understood that security resources shall be provided with uniforms in a satisfactory condition and subject to the acceptance of the Project Authority. Failure by the security resources to wear acceptable uniforms may be considered grounds for the removal of the resource from the premises.

8.2 Appearance

- 1. The Contractor must ensure that all security resources maintain a professional and high standard of appearance that reflects the spirit of the CBSA Uniform Policy and Standards of Appearance including but not limited to:
 - a) Only the approved uniform is to be worn;
 - b) Uniforms must be clean, well-fitted, pressed and in good repair;
 - c) Head and facial hair must be neat, clean and well groomed. Hair styles that detract from the uniform image will not be accepted. Beards, moustaches and sideburns must be well groomed. Due consideration will be given to ethnic and religious variations;
 - d) Shoes must be clean and presentable;
 - e) Neatness in dress and personal appearance is required; and,
 - f) Contractor resources must be clean and devoid of foul or offensive odors.

8.3 Accoutrements

- 1. The uniform must include:
 - a) Company logo;
 - b) Identification clip;
 - c) Footwear - Black, Canadian Standards Association's (CSA) Grade 1-approved boot with steel or composite toe protection, a puncture-proof, slip-resistant and electric shock-resistant steel sole plate, along with ankle protection of approximately 15 cm (6 inches); and,
 - d) Duty Belt, able to accommodate the following: one (1) pair of handcuffs and case, keys, latex gloves and pouch, one (1) pair of Kevlar gloves, two (2) pairs of nitrile gloves, functional flashlight and batteries, and ear pieces and adapters compatible with the two-way radio.

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8.4 Cargo Pant Length

1. Cargo pants must be full-length style and are not to be tucked into footwear. Pants shall be hemmed at the middle of the boot counter and shall not break over the boot front.

8.5 Use of CBSA Logo

1. CBSA logos, replicas of CBSA badges, equipment or tools may not be used without prior authorization from the CBSA. The Contractor must clearly identify their own company logo on all resources, email and other documents.

8.6 Accessories

1. All accessories are subject to approval by the CBSA. Caps (if part of the official uniform) that match and complement the type of uniform worn must be provided. If used, gloves, hats, neck gaiter, raincoat or winter coat all which match and complement the type of uniform worn must be provided. Umbrellas are not allowed.

8.7 Attire Standards

1. Hair that is long enough to be below the shoulder is neat, tied back and securely fastened so that it does not pose a health or safety risk, and, if necessary, should be fastened in a bun.
2. Hair accessories such as barrettes, combs, nets, bands and elastics are discreet and a colour that matches the natural hair and must not pose a health or safety risk. Hair accessories that are decorative in nature and are not part of the uniform must not be used.
3. Only discrete stud earrings may be worn, but not more than one (1) earring per ear (hanging or hoop earrings are not allowed). No other visible piercings are allowed (i.e., lip or facial piercings). Due consideration will be given to ethnic and religious variations.
4. Fingernails must be cut short to ensure proper performance of handcuffing and other tasks related to the service. Fingernail polish may only be a neutral colour that does not detract attention from the uniform.
5. Visible tattoos must not be criminal, racist or xenophobic in nature.
6. Intentional disfiguring body modifications such as forked tongues, stretched earlobes, skin implants and dental work are prohibited (with the exception of general dental work such as fillings and cosmetic upgrades such as implants and veneers).

PART 9: MATERIAL and EQUIPMENT REQUIREMENTS

9.1 CBSA Material

1. The CBSA will furnish the following:
 - a) Work space, including office furniture;

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- b) Storage space for the Contractor resources' personal belongings;
- c) Microwave and refrigerator for Contractor resource lunchroom;
- d) Computers with email, printer, fax machine and limited network access;
- e) All required POSOPs, policies etc.;
- f) All required CBSA forms and reports;
- g) Personal safety equipment (mask, ear protectors, safety glasses, Latex gloves), if required; and,
- h) Any required CBSA controlled assets.

2. The above remains the property of CBSA, who will be responsible for all operating costs such as maintenance, batteries, back up equipment, etc.
3. The Contractor is responsible for repair and replacement of this equipment in the event of any loss or neglectful damage, including all costs associated with the replacement of lost or stolen access passes (i.e., YUL RAIC or IHC passes). The cost of normal maintenance, required as a result of ordinary wear and tear, will be borne by the CBSA. The Contractor must obtain prior approval from the CBSA for the repair of equipment, should he/she wish to undertake him or herself. The cost of maintenance expenses will be paid by the CBSA following receipt from the Contractor of an invoice and supporting documentation. The equipment provided will be operational and in good order.

9.2 Contractor Material

1. The Contractor is responsible to furnish the following:
 - a) Reliable communication system that enables all fleet vehicles on the road to contact each other, the supervisor and all other required personnel (which may include a CBSA employee), at all times. The system will be used to convey instructions and to request assistance;
 - b) Reliable communication system for each security resource and CBSA employee on shift (i.e., radios, cell phone, etc.) within the IHC or assigned work location;
 - c) Handcuffs that meet Canadian industry standards;
 - d) Transport handcuffs, leg irons, and transport belts in an amount required to meet operational requirements, and of varying sizes, as specified by the CBSA;
 - e) Flashlights and working batteries;
 - f) Kevlar gloves for each security resource;
 - g) Soft body armour to be worn by resources assigned to transport and satellite offices;
 - h) Required office supplies and services including, but not limited to:
 - i) Pens;
 - ii) Paper;
 - iii) Guard notebooks;
 - iv) Phones;
 - v) Printers;
 - i) Uniforms for all security resources; and,
 - j) Fleet vehicles and associated equipment as per specifications outlined in Part 11.

9.3 Property Accountability

1. All property furnished by the CBSA under this contract must remain the property of the CBSA. Upon expiry or termination of the contract, the Contractor must render an accounting of all such property which came into the Contractor's possession under this contract and return the same to the CBSA

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(except for general wear and tear). The Contractor must reimburse the CBSA for any lost, damaged or missing items.

9.4 Abuse of Telephones - Long-Distance Charges

1. The CBSA will not pay for any unauthorized telephone charges that the Contractor or the security resources incur while they are on government property or using government equipment. Any such charges will be billed to the Contractor.

PART 10: DOCUMENTARY REQUIREMENTS

10.1 Contractor Forms

1. The Contractor may choose to make available to the CBSA, for examination and approval, a series of standardized company forms which could be used in lieu of the below forms which could separate or combine functions.

a) Individual Resource Documentation

This form will be used to provide evidence to the CBSA of the Contractor resources' qualifications, category, etc. prior to assignment of the Contractor's resources to a work site.
Copy 1 - to be forwarded to the CBSA.

b) Security Resource Nominal Roll

This form will be used to provide the CBSA with the names, license numbers, rank, work site assignment and status changes of the Contractor's resources being added to or deleted from the resource complement, due to being promoted or obtaining or requiring current training. This must be kept up-to-date at all times and saved on the shared network drive for easy access by the CBSA.

c) Security Resource Time Sheets

The Contractor must submit bi-weekly time sheets to the CBSA for each resource assigned to a CBSA work site. The time sheets must clearly articulate the resource's name, work site location, date of work, hours of work, overtime etc. These time sheets will be used to verify and confirm invoicing. The CBSA reserves the right to audit time sheets at any time throughout this contract.

10.2 CBSA Forms

1. The Contractor must complete all forms as outlined in the POSOPs or any other CBSA policies and procedures.

PART 11: VEHICLE REQUIREMENTS

11.1 Vehicles

1. CBSA Inland Operations requires eight (8) 7-passenger vans as well as four (4) 12-passenger vans to fulfill the requirements of this contract. Provisions must be made to increase this complement to deal with spikes in detention volume.
2. Vehicles must not be older than five (5) years.

11.2 Transport Specific Standards

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1. All vehicles and specifications must be approved by the CBSA prior to the in-service date.
2. Vehicles are to meet FMIS Class 20, GMV Spec. M50 requirements or current Canada Motor Vehicle Safety Act and Regulations specifications. Heat and air conditioning are to be operational in the front and back of all vehicles.
3. Vehicles are to be properly maintained by the Contractor and are to meet all provincial safety standards.
4. At a minimum, vehicles are to be specifically equipped with the following:
 - a) Security screen partitions separating passengers from operators and passengers from luggage or belongings;
 - b) Split vehicle compartments to separate males and females physically and visually during transports;
 - c) Child proof locks;
 - d) First-Aid Kit;
 - e) Fire extinguisher;
 - f) Highway emergency flares;
 - g) Mobile communication equipment operable throughout the province in which it is being used;
 - h) Tinted windows in the rear and on the sides;
 - i) Wire mesh or equivalent security barrier (i.e. window laminate) installed around the windows to mitigate damage or escape;
 - j) Heat and air conditioning in the front and back of vehicles with the climate controls only in the front console;
 - k) Valid child and infant car seats and booster seats; and
 - l) snow tires for all vehicles for use in the appropriate season (storage must be provided for tires when not in use).
5. Passenger vans must have a 2m (78 inches) height limitation, or otherwise be approved by the CBSA.
6. The installation of a Global Positioning System (GPS) device is mandatory in each vehicle so that any vehicle can be tracked in real-time by the Operational Manager, Assistant Operation Manager, Shift Supervisor and/or a CBSA employee. This will enable the Operational Manager to know when each vehicle enters or exits a particular zone, view historical locations of each vehicle and in turn be able to monitor resources more effectively. Systems such as Fleet Complete, will allow for the production of sophisticated, flexible reports that record still time, excessive speeding and various other user-defined events. Units may be purchased that have additional features including panic buttons and support handheld devices such as Blackberries. The costs associated with the purchase and installation of GPS will be the Contractor's responsibility.
7. The equipment must be approved by the CBSA. The continuing suitability of this equipment may be evaluated by the CBSA and the Contractor may be required to replace or upgrade it at its own expense. The cost of equipment will be borne by the Contractor.
8. The CBSA reserves the right to carry out an inspection of the vehicles as required to ensure all specifications are met. There are to be no identifying marks on the vehicle to identify it as a transport vehicle being used for CBSA immigration purposes.
9. Every security resources is to be equipped with their own radio, "Mike" phone or other device for safety and security reasons to ensure two-way communications.

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10. All equipment for fleet vehicles must be stored by the Contractor when not in use.

11.3 Fuel

1. The Contractor will be reimbursed the actual cost reasonably and properly incurred without profit for fuel used by the vehicles in the completion of any performance of work. Actual costs will be verified by the CBSA through proof of payment made by the Contractor for fuel purchased in conjunction with kilometers traveled as recorded in the motor vehicle log.
2. Neither the Contractor nor the Contractor personnel may benefit from reward programs associated with the purchase of fuel (e.g. Air Miles, Petro Points.).

PART 12: DISCLOSURE OR COLLECTION OF PERSONAL INFORMATION

1. Sub-section 3(k) of the definition of *personal information* in the *Privacy Act* states that the name of the individual who is or was performing services under contract for a government institution is not personal information. As a result, the identities of resources working at CBSA facilities may be available to the public if a request is made.
2. All records created and information collected by the Contractor must not, at any time, be removed from CBSA facilities unless otherwise authorized and directed by the CBSA. The CBSA may audit the security protocols of the Contractor.

PART 13: CONTRACTOR RESOURCE STANDARDS

13.1 Code of Conduct

1. The Contractor and its resources are expected to respect the spirit of the Values and Ethics Code for the Public Service and the Treasury Board of Canada Secretariat (TBS) Code of Conduct both on and off duty.
2. The Contractor should develop a Code of Ethics and Values that is consistent with the TBS and Public Service and ensure that all resources are familiar with the requirements of this policy.
3. The Contractor must have a policy in place whereby it requires its resources to disclose having a potential employment conflict of interest, which is defined as having private interests that could improperly influence the performance of his or her official duties and responsibilities, or which the resource uses for his or her personal gain. Some examples of such a conflict of interest include, but are not limited to the following: a resource working at the IHC or other CBSA location has family, relatives, friends or associates that are under enforcement action under IRPA, or has an application related to immigration status under IRPA such as a sponsorship or appeal to the IRB, or an application at the CBSA or Immigration, Refugees and Citizenship Canada (IRCC) office outside Canada or any other situation where a real or perceived conflict may arise. The Contractor must advise the CBSA of the method of disclosure put in place, and advise the CBSA of any disclosures so made to the Contractor.

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4. The Contractor must immediately inform the CBSA when Contractor resources are being investigated by the police or any relevant governing body, charged or is/has been detained.
5. All Contractor resources will be required to sign the “Non-Disclosure Agreement” as provided in Appendix 1.

13.2 Suitability of Resources

1. If any of the Contractor's resources are subsequently considered by the CBSA to be unsuitable due to performance, upon notification from the CBSA the Contractor must immediately remove and replace them with resources acceptable to the CBSA.
2. CBSA reserves the right to determine the suitability for reassignment, if so desired, of any Contractor resources removed from a post.
3. Examples of a cause for an immediate request by the CBSA for the removal of Contractor resources from work assignments on CBSA's premises include, but are not limited to:
 - a) Substance dependence or other addiction for which the resource has not received or is not in the process of receiving treatment, i.e., active use;
 - b) Emotional instability or mental disorders which are untreated and/or the resource chooses not to seek treatment for, including making threats of violence towards co-workers, CBSA employees, detained individuals, visitors etc.;
 - c) Conviction for a criminal offense for which a pardon has not been granted;
 - d) Inability to meet eyesight or hearing standards (as per Clauses 4.2.3 and 4.2.4 of the CAN/CGSB-133.1-2008);
 - e) Inability to meet language standards, either verbally or in writing;
 - f) Persistent performance problems;
 - g) Serious misconduct;
 - h) Failure to follow required procedures in a critical situation or persistent failure to follow required procedures;
 - i) Persistent failure to comply with uniform and tools standards as laid out in Part 8 and Part 9 (as well as anything that is specifically included in the POSOP)
 - j) Inadequate training or experience;
 - k) Unacceptable licensing or loss of a license;
 - l) Failure to maintain required certifications or licensing;
 - m) Sleeping or consuming alcohol or illegal substances while on duty;
 - n) Infractions of a serious nature that would be governed by the Code referenced in this contract and/or violating POSOPs (i.e., use of personal cell/smartphones/Blackberry while on duty, falsifying reports, playing games on the internet, taking pictures of individuals with a personal device, etc.);
 - o) Demonstrating poor judgment in terms of decision-making;
 - p) Demonstrating a lack of integrity; or,
 - q) Excessive use of force.

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13.3 Inspection and Enforcement of Performance

1. The CBSA will conduct unannounced on-the-job inspections to determine:
 - a) The overall quality of the Contractor's performance;
 - b) The job knowledge of individual Contractor resources;
 - c) The effectiveness of training; and,
 - d) The conduct and appearance of the resources.
2. CBSA will regularly conduct verifications of the response provided by the Contractor's resources to simulations of emergency situations (e.g. bomb threat, fire alarm, emergency evacuation, etc.), and to audit the security resource complement for security clearances, training required, or suitability for employment as outlined in other areas of the contract.
3. The following inspections, tests and enforcement measures will periodically be carried out by the CBSA:
 - a) Work performance inspection on work site;
 - b) Appearance and deportment inspection on work site;
 - c) Review of resource identification, qualifications, training, shortfalls, etc.;
 - d) Site inspections to verify that POSOPs are being followed and other inspections for irregularities in operational management, verification of knowledge of POSOPs, as required.
4. All Contractor resources may be contacted by the CBSA to ensure that they understand their tasks. During these inspections, Contractor resources will identify themselves by:
 - a) Name; and,
 - b) Guard license number, if applicable.
5. The CBSA will immediately alert the Contractor of any deficiencies found by CBSA officials as a result of the above noted inspections or verifications, and the Contractor must take immediate remedial action to correct these deficiencies to CBSA's satisfaction (in a timeframe agreed to in writing with the CBSA).
6. Meetings with the Contractor Representative and the CBSA will be held monthly, or at the discretion of the CBSA, to discuss the Contractor's performance and proposed remedial action to correct any identified deficiencies.

PART 14: DELIVERABLE PLANS

1. The Contractor representative and the Project Authority will work together on the *Business Process Plan* consisting of the following parts, and will finalize the following parts within 30 days after contract award unless otherwise specified:
 - a) Contract Management and Client Relationship Management
This part should address, at a minimum, how the bidder will manage the contract from award through to contract completion including how continuity of services will be ensured, ensuring effective and open communications with the client, the management of contract issues etc.;

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b) Ongoing Capacity Management and Maintenance

This part of the plan should address, at a minimum, how the bidder will manage the following: staffing levels, recruitment of qualified personnel, personnel turn-over, maintenance of minimum personnel requirements, management of incremental increases and decreases to personnel requirements etc.;

c) Risk and Issue Management Strategy*

This part of the plan should address, at a minimum, how the bidder will address risks and manage issues from contract award through to contract close out. This includes escalation of issues and risks to CBSA management for intervention decision, management of risks as a result of not being able to meet staffing complements, training requirements etc.;

d) Transition Plan*

This part of the plan should address, at a minimum, how the bidder will manage the transition period from contract award to contract commencement date. This involves the possible transition of experience and workload from the current incumbent vendor, if required; and,

e) Incident Management and Review Process

In this part of the plan the bidder should provide, at a minimum, the following: how the bidder will identify and respond to daily security issues (troubleshooting) and what protocols will be established to ensure that they are brought to the attention of the CBSA immediately; what measures will be taken to correct security deficiencies; in the case of an incident occurring on-site, the bidder is asked to describe the escalation procedures that it currently uses to ensure streamlined communications and minimal disruption to operations; articulate its internal incident review process where incidents involve possible personnel misconduct.

*Must be finalized at contract award kick-off meeting, in consultation with the CBSA.

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ANNEX B: BASIS OF PAYMENT

The Contractor will be paid firm all-inclusive rates as follows, for work performed in accordance with Annex A, Statement of Work. Customs duties are included and Applicable Taxes are extra. Canada will not pay for any costs related to staffing or personnel beyond that explicitly stated herein.

Payment will be based on actual hours worked.

The Contractor will be paid overtime hourly rates only where the actual hours worked exceeds the regular scheduled shift (i.e. if a resource is scheduled for an 8 hour shift, the regular hourly rates will apply for the first 8 hours of work and then the overtime hourly rates >8 hours will apply). CBSA will not incur costs related to overtime for shifts that are normally scheduled as a certain number of hours. The Contractor will be paid at regular hourly rates for these shifts and will only be paid overtime for hours worked above the normally scheduled shift.

B1 Contract Period

Contract award to May 2, 2021.

B1.1 Regular Rate Schedule (Monday – Sunday)

Position and shift hours	Firm Hourly Rate	
Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Assistant Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
Shift Supervisor		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr
1200-2000 Shift (8 hours – Monday-Friday)	\$	/hr
Security Guard (all services)		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr

B1.2 Over Time Rate Schedule (as required)

Position and shift hours	Firm Hourly Rate*	
Operational Manager	\$	/hr
Assistant Operational Manager	\$	/hr
Shift Supervisor	\$	/hr
Security Guard	\$	/hr

*Firm Hourly Overtime Rate must not exceed 1.5 times the rate listed in B1.1 for each occupational category

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B1.3 Statutory Holiday Rate Schedule

Position and shift hours	Firm Hourly Rate **	
Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Assistant Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Shift Supervisor		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr
1200-2000 Shift (8 hours – Monday-Friday)	\$	/hr
Security Guard (all services)		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr

**Firm Hourly Statutory Holiday Rate must not exceed 2.5 times the rate listed in B1.1 for each occupational category

B1.4 Vehicles

Vehicle Type	# of vehicles required	# of months	Firm all-inclusive monthly rate
Fleet vehicle 7 passenger van	8	24	\$ /month
Fleet vehicle 12 passenger van	4	24	\$ /month

B1.5 Vehicle Cost

The Contractor will be reimbursed for the use of vehicles as per the firm all-inclusive monthly rates identified below. The firm all-inclusive monthly rate includes: the usage, maintenance and repairs related to the execution of the Work as per Annex A, Statement of Work and excludes gasoline, guards, drivers, Goods and Services Tax (GST), or Harmonized Sales Tax (HST)

No additional claims for expenses incurred related to the usage of vehicles under this Contract may be made.

B1.6 Gasoline

The Contractor will be reimbursed the actual cost reasonably and properly incurred without profit for gasoline used by the vehicles in the completion of any performance of work. Actual costs will be verified by the CBSA through proof of payment made by the Contractor for gasoline purchased in conjunction with kilometers traveled as recorded in the motor vehicle log.

Estimated Cost: \$60,000 per year.

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B1.7 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to government Audit.

Estimated Cost: \$ 5,000.00 per year.

Travel and living expenses are applicable only to meal, accommodations and incidentals in the event of travel outside of the Montreal/Laval region. This Directive is not applicable to the expenses incurred for gasoline as outlined above.

B1.8 Other Direct Expenses

Other Direct Expenses must have the prior authorization of the Project Authority.

The Contractor will be reimbursed for any other direct expenses reasonably and properly incurred in the performance of the Work and as pre-approved by the CBSA Project Authority. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

All payments are subject to government Audit.

Estimated Cost: \$ 5,000.00 per year.

B1.9 As and When Required Services – Task Authorizations

The Contractor will be paid firm hourly rates according to Annex B, for any Task Authorization issued. Payments will be made in accordance with the hourly rates that apply for the time period in which the Task Authorization is executed.

B2 Option Period 1: May 3, 2021 to July 2, 2021

B2.1 Regular Rate Schedule (Monday – Sunday)

Position and shift hours	Firm Hourly Rate	
Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Assistant Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
Shift Supervisor		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr

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2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr
1200-2000 Shift (8 hours – Monday-Friday)	\$	/hr
Security Guard (all services)		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr

B2.2 Over Time Rate Schedule (as required)

Position and shift hours	Firm Hourly Rate*	
Operational Manager	\$	/hr
Assistant Operational Manager	\$	/hr
Shift Supervisor	\$	/hr
Security Guard	\$	/hr

*Firm Hourly Overtime Rate must not exceed 1.5 times the rate listed in B2.1 for each occupational category

B2.3 Statutory Holiday Rate Schedule

Position and shift hours	Firm Hourly Rate**	
Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Assistant Operational Manager		
0800-1600 (8 hour shift Monday-Friday)	\$	/hr
Shift Supervisor		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr
1200-2000 Shift (8 hours – Monday-Friday)	\$	/hr
Security Guard (all services)		
0800-1600 Shift (8 hours – Monday-Friday)	\$	/hr
0800-1600 Shift (8 hours – Saturday-Sunday)	\$	/hr
1600-2400 Shift (8 hours – Monday-Friday)	\$	/hr
1600-2400 Shift (8 hours – Saturday-Sunday)	\$	/hr
2400-0800 Shift (8 hours – Monday-Friday)	\$	/hr
2400-0800 Shift (8 hours – Saturday-Sunday)	\$	/hr

**Firm Hourly Statutory Holiday Rate must not exceed 2.5 times the rate listed in B2.1 for each occupational category

B2.4 Vehicles

Vehicle Type	# of vehicles required	# of months	Firm all-inclusive monthly rate	
Fleet vehicle 7 passenger van	8	2	\$	/month
Fleet vehicle 12 passenger van	4	2	\$	/month

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ANNEX C: SECURITY REQUIREMENTS CHECK LIST



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SECURITY REQUIREMENTS CHECK LIST (SRCI)

LISTE DE VERIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine ASFC	2. Branch or Directorate / Direction générale ou Direction Département / Établissement de la Loi / Région du Québec	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Service de gardiennage au Centre de surveillance de l'immigration à Laval		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7, c.) (Précisez le niveau d'accès en utilisant le tableau qui se trouve à la question 7, c.) <input type="checkbox"/> No <input checked="" type="checkbox"/> Non <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Oui		
6. b) Will the supplier and its employees (i.e. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable A ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/> Specify country(s) / Préciser le(s) pays : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/> Specify country(s) / Préciser le(s) pays : <input type="checkbox"/>
7. c) Level of information / Niveau d'information		
PROTECTED A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A <input type="checkbox"/>
PROTECTED B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B <input type="checkbox"/>
PROTECTED C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC THÈME SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGNAL) TRÈS SECRET (SIGNAL) <input type="checkbox"/>		TOP SECRET (SIGNAL) TRÈS SECRET (SIGNAL) <input type="checkbox"/>

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Unclassified

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

No Yes
Non Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel:

No Yes
Non Oui

Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SÉCURITÉ	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SÉCURITÉ	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

No Yes
Non Oui

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question aura-t-il escorte?

No Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

No Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

No Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

No Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

No Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

No Yes
Non Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO / OTAN			COMINT / COMINT		
	A	B	C	Confidential	Secret	Top Secret	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COMINT CONFIDENTIAL	PROTECTED / PROTÉGÉE	COMINT SECRET
Information / Annexes Documentation / Annexes Documentation												
1) Work / Travail												
2) Data / Données												
3) Attachments / Pièces jointes												

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente L'VERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente L'VERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No Non Yes Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

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Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat
1000343593

Security Classification / Classification de sécurité
unclassified

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Christine Groleau	Directeur adjoint	
Telephone No. - N° de téléphone 514-283-0931	Faximile No. - N° de télécopieur 514-283-6688	E-mail address - Adresse courriel Christine.groleau@cbsa-asfc.gc.ca
		Date 10 juillet 2018

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) 	Title - Titre Personnel Security Screening	Signature
Telephone No. - N° de téléphone 343-291-7712	Faximile No. - N° de télécopieur	E-mail address - Adresse courriel Anne.Gaudette@cbsa-asfc.gc.ca
		Date SEP - 5 2018

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No Non Yes Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Faximile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Digitally signed by Vandonk,
Tyler
Date: 2019.02.13 10:59:11 -05'00'

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Faximile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

Digitally signed by Saumur, Jacques O'
Date: 2018.09.07 09:30:11 -04'00'

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ANNEX E: INSURANCE REQUIREMENTS

E1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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The Policy must be extended to cover food poisoning.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

p) The Policy must be extended to cover food poisoning.

E2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b) Accident Benefits - all jurisdictional statutes
 - c) Uninsured Motorist Protection
 - d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
 - f) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - g) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - a. 8 to 12 Passengers: \$5,000,000
 - b. 13 or more Passengers: \$8,000,000

E3 All Risk Property Insurance

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The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$150,000.00. The Government's Property must be insured on an Actual Cash Value (depreciated cost) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.
 - c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Canada Border Services Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

E4 Comprehensive Crime Insurance

1. The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:
 - a) Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$50,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.
 - b) Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$50,000.00;
2. The Comprehensive Crime insurance must include the following:
 - a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - b) Loss Payee: Canada as its interest may appear or as it may direct.

E5 Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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- c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e) Employees and, where applicable, Volunteers must be included as Additional Insured.
- f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
- g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
- i) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

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ANNEX F: COST RECOVERY – SURCHARGES

The Parties agree that the following amounts are their best pre-estimate in the event of the loss to Canada in the event of a such failure, and that it is not intended to be, or is it to be construed as, a penalty. Nothing in this Annex is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under the Contract.

F1 Deduction for Shortfalls

In the event the Contractor fails to supply qualified personnel as specified in the Contract, the Contractor agrees to pay to CBSA as liquidated damages the sum of fifty dollars (\$50.00) per hour for each shortfall.

F2 Fleet Vehicles

In the event the Contractor is not able to provide a fleet vehicle as specific in Annex A, the Contractor agrees to pay to CBSA as liquidated damages the sum of one hundred dollars (\$100.00) per day.

F3 Missed Flights – Departure Verification

Where it has been determined by the CBSA that error, omission, or negligence on the part of the Contractor results in delaying or aborting an individual's removal, or that the scheduled departure cannot be properly verified, then the Contractor agrees to pay \$1500.00 per person where removal is delayed, or \$4,000.00 per person for any case where departure cannot be readily verified. This figure represents the partial cost to Canada to perform the necessary assessments, investigative efforts and re-initiate the removal of the individual.

F4 Missed Luggage, Personal Effects, Money, Valuables and Resolution of Claims

Any luggage, personal effects, money or valuables not transferred to a detainee, where the CBSA determines that the Contractor's personnel is at fault for this error or oversight, the Contractor must incur all costs related to associating (courier or carrier expense, including locating) those items with the subject to that person's destined location. If luggage, personal effects, money or valuables cannot be located and are deemed lost, they must be replaced at the Contractor's expense.

Claims submitted by detainees for loss of items, money or valuables due to negligence of the Contractor's personnel must be resolved within five (5) working days. The Contractor agrees to pay to Canada as liquidated damages a sum of \$750.00 per day. This will be made beginning on the sixth (6th) day and continuing every day until the loss is resolved up to a maximum of ten (10) days. If negligence on the part of the Contractor results in delaying a detainee's removal from Canada, then a deduction of \$750.00 per day will commence on the day of the delay and will continue until the Contractor resolves the issues and person can be removed. Additional costs incurred due to negligence may also be recovered (e.g. airline tickets).

F5 Motor Vehicle Accidents

In the event of a motor vehicle or traffic accident, if the Contractor is determined to be at fault or negligent by the relevant authority, the Contractor will bear sole responsibility for all associated costs. This may include, but is not limited to, injury or loss of life to a detainee or any person, damage to property and/or loss of property.

F6 Use of Force/Injury to Detainees

In the event of a use of force incident, if the Contractor is determined by the Courts to have been negligent in the application of force or used excessive force, the Contractor will be held liable under the

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law. This may include, but is not limited to, criminal, financial or civil liability as well as any costs associated to medical treatment. A review for cause of the employee(s) CBSA security Screening may also be initiated.

F7 Escapes Due to Errors of Contractor's Personnel

Where it has been determined by the CBSA that escapes are the result of errors or negligence on the part of the Contractor's personnel (e.g. failure to follow post orders), the Contractor agrees to pay to Canada as liquidated damages the sum of \$1,500.00 per day per escapee (or part thereof), up to a maximum of \$7,500.00 per escapee. This figure recognizes Canada's partial costs in attempting to recapture the escapee(s). This could result in a review for cause of the employee(s) CBSA security screening.

F8 Method of Deduction

The amounts invoiced monthly with month's end supplements by the Contractor to CBSA will be reduced to make reimbursement adjustment provisions for surcharges levied.

The amount deducted from the invoice by the CBSA for deficiencies will be supported by a breakdown of the deficiency(s) and the applicable surcharge.

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ANNEX G: NON-DISCLOSURE AGREEMENT

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. _____ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release, or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

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ANNEX H: TASK AUTHORIZATION FORM PWGSC-TPSGC 572



Public Works and Government
Services Canada

Task Authorization Autorisation de tâche

Annex
Annexe

		Contract Number - Numéro du contrat								
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur		Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)								
		Title of the task, if applicable - Titre de la tâche, s'il y a lieu								
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$								
<p>Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité</p> <p><input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat.</p> <p style="text-align: center;">*</p>										
<p>For Revision only - Aux fins de révision seulement</p> <table border="1"> <tr> <td>TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu</td> <td>Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$</td> <td>Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$</td> </tr> </table> <p>Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.</p>			TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$					
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$								
<p>1. Required Work: Travaux requis :</p> <table border="1"> <tr> <td>A. Task Description of the Work required - Description de tâche des travaux requis</td> <td>See Attached - Ci-joint <input type="checkbox"/></td> </tr> <tr> <td>B. Basis of Payment - Base de paiement</td> <td>See Attached - Ci-joint <input type="checkbox"/></td> </tr> <tr> <td>C. Cost of Task - Coût de la tâche</td> <td>See Attached - Ci-joint <input type="checkbox"/></td> </tr> <tr> <td>D. Method of Payment - Méthode de paiement</td> <td>See Attached - Ci-joint <input type="checkbox"/></td> </tr> </table>			A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>	B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>	C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>	D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>
A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>									
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>									
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>									
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>									

PWGSC - TPSGC 572 (2014-04)

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Annex
Annexe

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date